

SECOND AMENDMENT TO AGREEMENT BETWEEN COUNTY OF SAN MATEO AND TERRIS BARNES WALTERS BOIGON HEATH LESTER, INC.

This Second Amendment to Agreement between the County of San Mateo, a political subdivision of the State of California (“County”), and Terris Barnes Walters Boigon Heath Lester, Inc. (“Contractor”) (“Second Amendment”) is entered into effective January 1, 2022.

Recitals

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

WHEREAS, on April 12, 2021, County entered into Agreement No. 12000-21-D023 with Contractor for the purpose of evaluating the electoral feasibility of a potential 2022 parcel tax and/or bond measure addressing climate resiliency, fire, and parks, as well as potentially developing a measure for the ballot (“Agreement”); and

WHEREAS, effective July 1, 2021, County and Contractor (together, the “Parties”) amended the Agreement to extend its term, increase the not-exceed-amount by \$175,500 from \$22,500 to \$198,000, and revise both Exhibit A—Services and Exhibit B—Payments and Rates of Agreement (“First Amendment”); and

WHEREAS, the Parties desire to again amend the Agreement to extend its term through December 31, 2022, increase the not-to-exceed amount by an additional \$637,000 from \$198,000 to \$835,000, and further revise both Exhibit A—Services and Exhibit B—Payments and Rates of the Agreement.

Terms

WHEREFORE, THE PARTIES HEREBY AGREE TO THIS SECOND AMENDMENT AS FOLLOWS:

1. Payments. Paragraph 3 of the Agreement, entitled “Payments”, is replaced in its entirety with the following:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County’s total fiscal obligation under this Agreement exceed EIGHT HUNDRED THIRTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$835,000.00). In the event that County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by County at the time

of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

2. **Term.** Paragraph 4 of the Agreement, entitled “Term”, is replaced in its entirety with the following:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from April 1, 2021 through July 31, 2022.

3. **Services.** Exhibit A—Services to the Agreement is amended to add the following services to be performed by Contractor:

A. **Ongoing Feasibility assessment/committee management:** Contractor shall perform any of the following services as needed to assess the electoral feasibility of a possible 2022 parcel tax for County:

- Facilitate ongoing meetings of stakeholders and manage follow-up items as well as scheduling and execution of meetings.
- Work with County’s pollster to design and analyze focus group sessions of San Mateo County voters to test their qualitative reactions to potential expenditures as well as communication materials.
- Assist County with the development and execution of a community leader input program which will gather feedback regarding the possible parcel tax measure from organizational leaders across San Mateo County including (but not limited to) groups representing and focusing on issues related to business, labor, environment, conservation, fire, and community organizations.
- Research likely November 2022 State or Local tax/bond proposals that may be heading to an upcoming ballot that could compete with County’s tax measure.
- Collaborate with County’s pollster to draft and analyze a tracking opinion survey of voters in San Mateo County to assess the feasibility of a new tax measure to address climate resiliency, fire, and parks.
- Make specific recommendations regarding the optimal election date, election type (polling or mail-in), tax rate, tax duration, tax structure and other important parcel tax features.

B. **Public Information/Communications:** Similar to the public information effort that took place prior to placement of Measure K on the 2016 ballot, Contractor shall utilize the polling and focus group findings to design and produce a multi-pronged public information plan that will:

- Educate the public regarding the potential measure that could fund needed projects to address climate resiliency in San Mateo County.

- Encourage members of the public to make their opinions heard regarding which projects they believe are most critical to climate resiliency in San Mateo County.
- Utilize a media mix of direct mail, digital, and television communications, to be designed and produced by Contractor, to ensure that the public information is received by San Mateo County residents on multiple platforms, with the goal of all San Mateo County households receiving at least four to six such mixed media communications (i.e., direct mail, digital, and/or television) between April 1, 2022 and June 1, 2022.

C. Election preparations: In the event that a decision is made to place a funding measure on the November 2022 countywide ballot, Contractor shall assist County with the following tasks:

- Work with County and its financial team to finalize amounts, tax rate(s), and the structure of the measure.
- Work with County to develop/refine the description of County's needs and/or expenditure plan to make sure such needs/plan are written in clear and understandable language featuring projects and programs that are reflective high priorities expressed by voters.
- Work with County to define important taxpayer accountability protections, including any potential independent Citizens' Oversight Committee and public reporting process, if needed.
- Work with County to develop all ordinances/resolutions required for calling the election.
- Develop/refine 75-word ballot question for the measure.
- Work with County to develop/refine the full text of the measure and other materials that will appear in the ballot pamphlet mailed to all voters.
- Present recommendations and documents to the Board of Supervisors and other participating agencies for formal approval.
- Perform such other services requested by County as may be appropriate or necessary to place the measure on the November 2022 ballot.

4. Payments and Rates. Exhibit B—Payments and Rates to the Agreement is replaced in its entirety with the following:

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

- For services rendered by Contractor between April 1, 2021 and June 30, 2021, County shall pay Contractor TWENTY-TWO THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$22,500.00).
- For the period of July 1, 2021 through July 31, 2022, County shall pay Contractor a fixed monthly amount of EIGHT THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$8,500.00).

- In addition, County shall pay Contractor a fixed amount of SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$75,000.00) for the 2021 Direct Mail Outreach as described in Exhibit A.
- In addition, County shall pay Contractor a fixed amount of FORTY-TWO THOUSAND DOLLARS AND ZERO CENTS (\$42,000.00) for the 2021 Digital Media Outreach as described in Exhibit A.
- In addition, County shall pay Contractor a fixed amount of SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$7,500.00) for the design and production of videos and digital display ads in connection with the 2021 Digital Media Outreach as described in Exhibit A.
- In addition, County shall pay Contractor FIVE HUNDRED SEVENTY SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$577,500.00) for the design, production, and dissemination and distribution of public information and communications as described in section "B" of Exhibit A, "Services" herein.

Payment shall be made by County upon receipt and approval of invoices from Contractor detailing services provided by Contractor, and contingent upon the delivery of assigned services as detailed in Exhibit A. All invoices shall be sent to the attention of:

Robert Manchia
County Manager's Office
400 County Center, 1st Floor
Redwood City, CA 94063

County may withhold all or part of the above payments if the County Manager, or designee, in his or her sole discretion determines Contractor has not satisfactorily performed services.

The above amounts are inclusive of all costs, materials, expenses, and fees incurred by Contractor for the services rendered hereunder, and in no event shall the total amount paid under this Agreement as amended exceed EIGHT HUNDRED THIRTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$835,000.00).


5. All Other Terms Unaffected. All other terms and conditions of the Agreement and First Amendment are unaffected by this Second Amendment and shall remain in full force and effect.

6. Counterparts & Electronic Signatures. This Second Amendment may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute a complete agreement. Moreover, this Second Amendment may be signed by electronic signature and copies of original signatures shall be treated the same as the originals.

[Signature of the Parties appear on the following page.]

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have signed the Second Amendment as of the Effective Date set forth above.

COUNTY OF SAN MATEO
By:
Name:
Title:

TERRIS BARNES WALTERS BOIGON HEATH LESTER, INC.
By:  3/3/22
Name: Barry Barnes
Title: Partner